

**AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA
AND THE CZECH REPUBLIC
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

The United States of America and the Czech Republic (hereinafter referred to as "the Parties");

Convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries; and

Recognizing the successful scientific and technological cooperation that developed between the two countries under the Agreement between the Government of the United States of America and the Government of the Czech Republic on Science and Technology Cooperation signed at Prague on June 11, 1998; and

Wishing to establish dynamic and effective international cooperation among the full array of scientific organizations and individual scientists in the two countries; and

Recognizing that the United States of America and the Czech Republic are undertaking activities under this Agreement as equal partners;

Have agreed as follows:

ARTICLE 1

1. The Parties shall develop, support and facilitate scientific and technological cooperation between their two countries based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific, technological, and engineering strengths and resources. Such cooperation may cover basic research, applied research, development and innovation activities.

2. Cooperative activities under the Agreement may be carried out in the form of coordinated programs and joint research projects; joint scientific workshops, conferences and symposia; exchange of scientific and technological information and documentation in the context of cooperative activities; exchange of scientists, specialists, and researchers; exchange or sharing of equipment or materials; and other forms of scientific and technological cooperation as may be agreed on in accordance with the Agreement.

3. Priority will be given to collaborations which can advance common science and technology goals; support partnerships between public and private research institutions and industry; and engage the scientific enterprise on such matters as the promotion of science-based decision-making, environmental and biodiversity protection, energy, space, global stewardship, HIV/AIDS and other health issues, science and technology education, engineering, and sustainable development.

ARTICLE 2

Scientific and technological cooperation pursuant to the Agreement shall be subject to the applicable laws and regulations of the Parties and to the availability of personnel and appropriated financial resources.

ARTICLE 3

1. The Parties shall encourage and facilitate the development of direct contacts and cooperation between government agencies, universities, research institutions, private sector companies and other entities of the two countries.

2. The government agencies and designated entities of the two Parties may conclude under the Agreement implementing agreements and other arrangements, as appropriate, in specific areas of science, technology and engineering. These implementing arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of equipment and funds, and other relevant issues.

3. The provisions of the Agreement shall not prejudice other agreements or arrangements for scientific and technological cooperation between governmental agencies in the United States and governmental agencies in the Czech Republic.

ARTICLE 4

1. Each Party shall facilitate, where appropriate and in accordance with its laws and regulations, entry into the territory of its state and exit from the territory of its state of

appropriate personnel and equipment of the other Party, engaged in or used in projects and programs under the Agreement.

2. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in cooperative activities under the Agreement, to its relevant geographic areas, institutions, data, materials, and individual scientists and researchers as needed to carry out those activities, provided these activities are consistent with its laws and regulations on the protection of information and business or other confidential information.

3. In accordance with its applicable laws and regulations, each Party shall facilitate duty free entry for materials and equipment provided pursuant to science and technology cooperation provided under the Agreement.

4. The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the relevant implementing arrangement would need to be consistent with the requirements of laws of the United States and Czech Republic that regulate activities related to foreign assistance.

ARTICLE 5

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under the Agreement are set forth in Annex A. Provisions for security of information and transfer of technology are set forth in Annex B. Annexes A and B constitute integral parts of the Agreement.

ARTICLE 6

Scientific and technological information of a nonproprietary nature derived from the cooperative activities under the Agreement shall be made available, unless otherwise agreed in writing in implementing memoranda of cooperation or arrangements pursuant to Article 3, to the world scientific community through customary channels and in accordance with Article 5 and the applicable laws and regulations of the United States and the Czech Republic.

ARTICLE 7

Scientists, technical experts, agencies, and institutions of third countries or international organizations may be invited, upon consent of both Parties, to participate in activities being carried out under the Agreement. The cost of such participation shall be borne by the invited party unless both Parties agree otherwise in writing.

ARTICLE 8

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation in science, technology and engineering.
2. Each Party shall designate an Executive Secretary to facilitate planning and coordination of activities under the Agreement, and to prepare periodic reports concerning the activities undertaken pursuant to the Agreement.
3. The Executive Agents responsible for the pursuance of the Agreement shall be the Department of State of the United States of America and the Ministry of Education, Youth and Sports of the Czech Republic.

ARTICLE 9

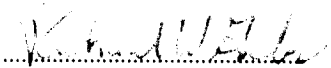
In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of the Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE 10

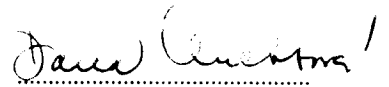
1. The Agreement shall enter into force when the Parties notify each other in writing, through diplomatic channels, of the completion of their respective internal requirements necessary for the entry into force of the Agreement. The date of last written notification will be deemed to be the date of entry into force of the Agreement.
2. The Agreement shall remain in force for ten (10) years and it may be amended or extended for further ten-year periods by written agreement of the Parties. The Agreement may

be terminated by either Party upon at least ninety (90) days prior written notice to the other Party. Unless otherwise agreed by the Parties, the termination of the Agreement shall not affect the completion of any cooperative activity undertaken under the Agreement and not yet completed at the time of the termination of the Agreement.

Done at Prague, in duplicate, this 6th day of Sept 2007, in the English and Czech languages, each text being equally authentic.



FOR THE GOVERNMENT
OF THE UNITED
STATES OF AMERICA



FOR THE GOVERNMENT
OF THE CZECH REPUBLIC

ANNEX A

Intellectual Property Rights

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under the Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to the Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of the Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in the Agreement, disputes concerning intellectual property arising under the Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.
- E. Termination or expiration of the Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under the Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A above, shall be allocated as follows:
 - (1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.
 - (2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
 - (b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.
 - (c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.
 - (d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property

shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX B
Security Obligations

I. Protection of Information

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with applicable national laws and regulations shall be provided under the Agreement. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to the Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. Technology Transfer

The transfer of unclassified export-controlled information and equipment between the Parties under the Agreement shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information and equipment provided or produced under the Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements under the Agreement.